

## **YMCA OF SOUTHEASTERN NORTH CAROLINA**

### **USE OF FACILITIES AGREEMENT INCORPORATING A RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

This use of facilities agreement is between the YMCA of Southeastern North Carolina and \_\_\_\_\_ (name of participant/organization) hereinafter respectively called the YMCA and the User.

The agreement provides for Facility usage as outlined in the accompanying Event or Rental Agreement for the User.

IN CONSIDERATION of being permitted to utilize the areas specified at the YMCA of Southeastern North Carolina, and for payment of the attached rental fees, the User, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities for therapy sessions constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the User finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE ORGANIZATION FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the User, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the User, whether caused by the negligence of the releasees or otherwise while the User or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the User's operations at the Organization's premises, including but not limited to use of Organization's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.
3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the User's operations at the Organization's premises, including but not limited to use of Organization's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees,

THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) The User shall not violate any city, county, or state law in or about the said premises.
- (b) The User shall not assign this agreement without written consent of the Organization.
- (c) The User shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- (d) The User shall name the Organization as an additional insured on its general liability policy with annual verification and notice of cancellation
- (e) Other mutually agreed conditions as specified in the accompanying Event or Rental Agreement
- (f) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (g) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

#### **YMCA MEMBERSHIP AND GUEST POLICY**

- The protection of our members and guests participating in our programs and/or using our facilities is of paramount interest to the YMCA of Southeastern North Carolina. The YMCA of Southeastern North Carolina reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse; is a registered sex offender; habitually or excessively uses narcotics or dangerous drugs; has ever been convicted of any offense relating to use, sale, possession or transportation of narcotics or habit forming and/or dangerous drugs; or continuous or excessive use of intoxicating beverages.
- Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain. If a member or guest feels uncomfortable in confronting the person directly, they should report the behavior to a staff person or the Building Supervisor on duty. Y staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed. In order to be able to carry out these policies, we ask that members and guests identify themselves to staff when asked.
- Executive staff will investigate all reported incidents. Suspension or termination of Y membership privileges may result from a determination by the Executive staff if his/her behavior a violation of the Member Code of Conduct.
- I further agree that any film, video, footage, sound track recordings an photo reproductions for me and/or my family will not be subject to any obligation of confidentiality and may be shared with and used by YMCA of SENC and collaborating third parties.

#### **YMCA CODE OF CONDUCT**

The YMCA of Southeastern North Carolina is committed to providing safe, healthy and welcoming atmosphere for its members and guests, while respecting each individual's privacy. We expect persons using the Y to follow facility policies and use the YMCA character development values of caring, honesty, respect, and responsibility in their conduct and relationship with others. Specifically, our YMCA code of conduct prohibits:

- The unauthorized use of cell phones, cameras, or PDA's to take photographs or videos of YMCA members, participants or staff anywhere within the YMCA facilities/grounds.
- Inappropriate attire worn while at the YMCA. Shorts/shoes/shirts are required to be worn at all times except in the pool area.
- Vulgar language including swearing, shouting, or name-calling. No horse play.
- Harassment/intimidation or threatening conduct.
- Theft or destruction of property.
- Demonstration of sexual contact or activity.
- Improper contact with minors.
- Physical contact with another person in an angry or threatening manner.
- The use of chemicals, tobacco, or alcohol on YMCA property or while participating in a YMCA activity.
- Unauthorized solicitation of members & program participants. Members and guests must follow all Membership and Program policy signs posted in the YMCA regarding ages for facility usage.
- Members and guests are encouraged to take personal responsibility and look out for their own safety & the safety of others at the YMCA. If a member or guest observes a problem or encounters a situation they are uncomfortable with, they are to report this to a YMCA staff member immediately.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

**I have read the above statements regarding Waivers, Policies as well as the YMCA Code of Conduct.**

**YMCA of Southeastern North Carolina**

User/Group Name: \_\_\_\_\_

Signer name: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_